

<b>INVITATION TO BID</b>	<b>BID DUE DATE AND TIME:</b> <b>Thursday, September 29, 2016 2:00PM</b>
<b>UNIVERSITY OF LOUISIANA AT LAFAYETTE</b>	
<b>SOLICITATION No. 17036</b>	<b>RETURN BID TO:</b>  <b>University of Louisiana at Lafayette</b> <b>Office of Purchasing</b> <b>Martin Hall, Room 123</b> <b>104 University Circle</b> <b>Lafayette, LA 70503</b>  <b>BUYER: Roxanne J. Jones</b> <b>BUYER PHONE: (337) 482-5396</b> <b>BUYER EMAIL: purchasing@louisiana.edu</b>  <b>ISSUE DATE: Monday, September 12, 2016</b>
<b>TITLE: Laundry Equipment Lease and Maintenance – Renewable Contract</b>	

#### **General Instructions to Bidders**

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Return Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
3. The bid must be submitted in a sealed envelope/package preferably with the Solicitation No. on the outside of the SEALED envelope/package.
4. Read the entire solicitation, including all terms, conditions and specifications.
5. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
6. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
7. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
8. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

## STANDARD TERMS & CONDITIONS

## INVITATION TO BID

**SOLICITATION NO. 17036**

**BID DUE DATE AND TIME: Thursday, September 29, 2016, 2:00 PM CT**

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

### **1. Bid Delivery and Receipt**

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

### **2. Bid Forms**

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

### **3. Interpretation of Solicitation/Bidder Inquiries**

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by bidder.

### **4. Bid Opening**

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the UL Lafayette Office of Purchasing during normal working hours.

### **5. Special Accommodations**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

### **6. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

**7. New Products/Warranty/Patents (NOT APPLICABLE)**

**8. Descriptive Information**

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

**9. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**10. Taxes**

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**11. Terms and Conditions**

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

**12. Vendor Forms/ UL Lafayette Signature Authority**

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

**13. Awards**

Award will be made to the lowest responsible and responsive bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

**14. Acceptance of Bid**

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

**15. Applicable Law**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**16. Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

**17. Testing/Rejected Goods**

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

**18. Delivery**

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**19. Default of Vendor**

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

**20. Vendor Invoices**

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

**21. Delinquent Payment Penalties**

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

**22. Assignment of Contract/Contract Proceeds**

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

**23. Contract Cancellation**

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

**24. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**25. Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**26. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

**27. Certification of No Suspension or Debarment**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.epls.gov](http://www.epls.gov).

**28. Substitution of Personnel (NOT APPLICABLE)**

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**GENERAL REQUIREMENTS**

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH, INSTALL AND MAINTAIN ON A LEASE BASIS WASHER AND DRYERS FOR CAMPUS LAUNDRY ROOMS, LOCATED IN VARIOUS BUILDINGS ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.....

**SCOPE OF WORK**

1. Furnish and install Washers, Electric Dryers and related apparatus in campus laundry rooms on a LEASE BASIS.
2. Provide annual preventative maintenance including vent cleaning.
3. Vendor to provide marketing and management.
4. Units to have remote monitoring system.
5. Units WILL NOT be coin operated or have any direct point charge for use.

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and may be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the

contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

To visit the job site, the prospective bidder should contact Mr. Stephen Cruthirds at 337-482-6469.

It is the responsibility of the prospective bidder to visit and examine job site(s), take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

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## **GENERAL SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the specifications. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

### **DEFINITIONS**

Agent - The University's representative in the Department who is referred to throughout these documents as singular in number.

Contractor - The person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

### **APPROVALS FOR CHANGE**

At no time shall the Contractor deviate from the intent of the specifications unless these deviations are approved in writing by the Agent. All substitutions must be received by the agent at least seven (7) working days prior to the date for the receipt of bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, cut sheets, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the contract documents if the proposed

product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

### **FAMILIARITY WITH CONDITIONS**

Prior to the submission of the bid proposal, the Prospective Bidder shall make and shall be deemed to have made a careful examination of the project site, the plans, and specifications. The Prospective Bidder shall become informed as to the location and nature of the proposed construction, the kind and character of terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions and all other matters that may affect the cost and the time of completion of the project.

### **CODES AND PERMITS**

Said work shall comply with all local codes and ordinances.

### **STANDARDS**

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

### **GUARANTEE**

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

### **CAMPUS SAFETY POLICY**

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

### **EXISTING LANDSCAPING**

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

### **ASBESTOS**

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

### **COORDINATION OF WORK**

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

### **CLEAN-UP**

The Contractor is responsible for the clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

### **SUBLEASE**

The successful vendor shall not sub-lease and/or sell his/her contract to anyone without a written request from the University giving detailed reasons and have the written consent of the University of Louisiana at Lafayette.

### **CANCELLATION OF AGREEMENT**

In the event the contractor shall fail to carry out and comply with any of the covenants, conditions, and agreements to be performed by same, or to comply with any regulations adopted by the University and covered in specifications, conditions, etc., the University may notify the contractors of such failure or default and demand that the same be remedied within ten (10) days.

In the event of the failure of the contractor to remedy the same within said period, the University shall have the right to cancel and terminate the agreement by fiving fifteen (15) days written notice to the contractor. In the event the contract is cancelled by the University, the contractor shall peaceably remove from the premises, within twenty-five (25) calendar days from date of written notice of cancellation, all equipment belonging to said contractor and shall leave all premises in as good and clean condition as when received, ordinary wear and use alone expected.

### **VENDOR INQUIRIES**

No negotiations, decisions, or actions shall be executed by any vendor as a result of any oral discussion with any state/university employee. Only those transactions which are in writing, signed by the President of the University or his designee, shall be considered as valid.

Inquiries concerning the administrative requirements shall be submitted in writing and faxed or emailed to the Assistant Director of Purchasing.

Inquiries concerning the performance requirements shall be submitted in writing and faxed or emailed to the Lease Coordinator with a copy faxed or emailed to the Assistant Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the specifications shall be issued in the form of addendum to all known to have received a complete set of documents.

### **BID COST INCURRED**

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

### **QUALIFICATION OF BIDDER**

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the required services. The Bidder shall provide all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

## SPECIAL TERMS & CONDITIONS

1. **Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

All terms of the solicitation shall be firm for the duration of Contract.

2. **Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

3. **Insurance Requirements:** Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.
4. **Sealed Bid Delivery Instructions and Advisory:** To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.
5. **Number of Bid Response Copies:** Each bidder must submit one (1) signed original bid to the Office of Purchasing at the address specified in this solicitation document. The original is to be marked "ORIGINAL" and CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization.
6. **Nonperformance:** Successful bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
7. **Invoicing shall be billed by print order.** Successful bidder shall administer all billing relative to this contract. Successful bidder will submit invoices detailed with item and quantity, per print order.
8. **Disclosure of minimum order quantities:** Bidder is to disclose any minimum print order requirements in the space provided on the attached Bid Form. Minimum quantities will be considered as part of review and award. University will not be responsible for minimum quantities not disclosed herein.

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## MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

### 1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must contain an ORIGINAL signature** and should be in **blue ink**.

### 2. BID FORM

The bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

### 3. INSURANCE INFORMATION

Bidder shall submit proof of insurance coverage by providing the following information: Policy number(s), names and addresses of carriers and agents, amounts of coverage, types of coverage and effective dates.

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## INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance by a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure to comply with all terms of this section for the duration of the Contract places the Contractor in breach of this Contract. Request for any variations to this section may be reviewed by the University's Risk Manager, who will make the final decision.

#### A. Minimum Scope of Insurance and Limits

##### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. (R.S. 23:1020).

##### 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If liquor is served and/or if there is valet parking performed in the execution of this contract, then the contractor is required to provide liquor liability and/or garagekeepers liability respectively in the minimum amount of \$1,000,000 per occurrence.

##### 3. Professional Liability, Errors and Omissions, Malpractice (if applicable)

NOTE – this insurance is applicable for contracts that involve the following services:

- Medical Professionals (Doctors, Nurse Practitioners, etc.)
- Architects and Engineers
- Attorneys
- Accountants and Professional Financial Advisors
- Real Estate Brokers and Appraisers
- Insurance Agents
- Consultants

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable.

4. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this contract)

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### B. Other Insurance Provisions

The Contractor shall either require each Subcontractor or Vendor to procure and maintain all applicable insurance of the type and limits specified in this section or assure in writing that all activities of the Subcontractor are covered by the Contractor's own insurance policies.

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Contractor's insurance. The coverage shall contain no special limitations on the scope of protection afforded to the University. The Contractor's insurance shall be primary as respects the University, The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers.

The University and The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Certificate(s) of Insurance shall be addressed to:

University of Louisiana at Lafayette  
 ATTN: Purchasing Department  
 P.O. Box 40197  
 Lafayette, LA 70504

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

#### **Reduced Limits, Special Circumstances**

The scope of work for any bid may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities such as, but not limited to any of the following:

- Services in which the owner/operator is the only Contractor employee
- Services that do not involve the use of a motor vehicle
- Services in which there is no use of hazardous or radioactive materials
- Services in which there is no use of power machinery or tools
- Services in which there is no use of high voltage equipment
- Services in which no work is actually performed on the University campus

For these bids/contracts, the Director of Purchasing, at his/her discretion may choose to reduce the insurance requirements as follows:

1. Workers Compensation

The University may not require officers of a corporation, partners in a partnership, members of a limited liability company, and sole proprietors to elect Workers compensation coverage on themselves if they are the only person employed by the contractor performing the work specified in the Contract.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance may be waived from the insurance requirements of the contractor only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

- Goods and/or services will be delivered to the University by a third party
  - Goods and/or services will be delivered to the University electronically
- 

### **DETAILED SPECIFICATIONS**

**NOTE: Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality, equivalent products will be accepted.**

Prices quoted to include delivery and set up of all equipment at their locations on the UL Lafayette Campus, Lafayette, Louisiana, including positioning of equipment and connection to utility services currently provided by the University.

Units to be provided in residence hall laundry rooms and will not require any point-of-service payment for operation. Units shall not be coin operated or require any type of card swipe for student operation.

**Removal of Equipment at the end of Contract**

Upon the expiration of the contract, and at the sole expense of the contractor, all moveable laundry and auxiliary equipment furnished by the contractor must be completely removed without damage to the University property.

Prices quoted to also include uncrating, all cords, vents, etc., necessary for a complete hook-up and first class operation of all equipment. Service for the duration of the lease to be included. Service calls to be answered in two business days or less. All service employees to be in identifiable uniform with prominently displayed name tag or

identification. All annual preventative maintenance on all washers and dryers to be completed during the summer months/break.

**ALL EQUIPMENT TO BE NEW AND THE MOST CURRENT MODEL.**

**TRAINING REQUIREMENTS**

Bidder shall educate and train University representatives and residents on the correct use of equipment and all related technology. Vendor to provide clear instructional signage conspicuously and attractively posted at all equipment locations.

**LAUNDRY MONITORING**

Laundry Monitoring Service to be included, LaundryView® or equivalent. Vendors monitoring system to include the ability to remotely check status and availability of all washer and dryer units from a PC or smart phone; will send text message to user's electronic device regarding wash or dry cycle completion. Monitoring service to have ability to monitor and or report any service needs online for vendor attention.

Vendor shall include all lease details attached to bid. Lease term shall not exceed the expected useful life of said equipment.

**Units listed below are for the primary location and shall be in place and operational by October 31, 2016.**

**EQUIPMENT**

Washers – Quantity: 24

To be Maytag MAH30 Frontload High-Efficiency Washer or equivalent

To include a minimum of the following:

Possess an Energy Star Rating at minimum of 2.2 MEF

Minimum 3.2 cu. ft. capacity,

High-Speed Extraction (Approx 1000 RPM's),

Minimum 180° door opening,

One Touch Cycle Selection,

Multiple cycle options,

To have quick cycle,

Automatic detergent, fabric softener and bleach dispenser drawer,

Control panel located on front at approximately 22° angle,

To be ADA compliant, with optional pedestal.

Dryers – Quantity: 12 (Stack pair, total 24 individual dryers)

To be Maytag MLE/MLG24PR Stack Electric Dyer or equivalent

To include a minimum of the following:

Minimum 7.4 cu. ft. capacity,  
One Touch Cycle Selection,  
Multiple cycle options,  
Display of cycle time remaining,  
Front window on door,  
High air flow,  
To have optional top off.

### **FUTURE EXPANSION**

Vendor may be given the option, based upon mutual agreement with the University at the same prices and terms, to expand washer and dryer units in to other campus laundry rooms as residence halls are built or upgraded. **All quantities are approximate and not guaranteed.**

ESTIMATED TOTAL

54 Washer Units

52 Dryer Units

### **SUSTAINABILITY**

The University wished to obtain a carbon neutral laundry room. Vendor to include any information regarding environmental sustainability or laundry related carbon emission off-set availability. Information may be used for evaluation of bid.

### **AWARD CRITERIA**

Contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the University. Offers will be evaluated using the factors stated below.

1. Pricing and Lease Terms
  2. Equipment, Transparency, and Sustainability
  3. Procedures, Marketing & Customer Service
- Qualifications, References and Relevant Experience.

## CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

**OFFICIAL CONTACT.** The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Telephone Number with area code: (     ) \_\_\_\_\_

C. Facsimile Number with area code: (     ) \_\_\_\_\_

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the unit cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Title: \_\_\_\_\_

Official Company Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SIGNATURE of Bidder's Authorized Representative:** \_\_\_\_\_

(Signature MUST be HAND SIGNED and should be in Blue ink)

**Date:** \_\_\_\_\_

## BID SHEET

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH, INSTALL AND MAINTAIN ON A LEASE BASIS WASHER AND DRYERS FOR CAMPUS LAUNDRY ROOMS, LOCATED IN VARIOUS BUILDINGS ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF BID PROPOSAL FOR THE TOTAL SUM OF ...**

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

ITEM			DESCRIPTION	MONTHLY UNIT PRICE	AMOUNT
NO.	QTY/UNIT				
1.	24	each	Washers - Maytag MAH30 Frontload High-Efficiency Washer or equivalent MFG. _____ NO. _____ _____		
ANNUAL PRICE FOR LEASE OF ALL WASHERS \$ _____					
2.	12	each	Stack Dryers - Maytag MLE/MLG24PR Stack Electric Dyer or equivalent MFG. _____ NO. _____ _____		
ANNUAL PRICE FOR LEASE OF ALL DRYERS \$ _____					
TOTAL ANNUAL LEASE \$ _____					

Vendor shall allow a \_\_\_\_% discount if awarded as a total package to one (1) vendor regardless of quantity leased.

**NOTE:**

**The University reserves the right to award proposal on an individual item basis, a combination of items basis, or as a total package to one vendor, whichever is in the best interest of the University. ALL QUANTITIES ARE APPROXIMATE AND NOT GUARANTEED.**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine job-site, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

Bidder certifies that he/she has contacted \_\_\_\_\_ and has visited and examined job site and taken measurements to his/her own satisfaction on \_\_\_\_\_(date).

The University's payment terms are: NET 30 (FOB Destination - Installed)